

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

DYNAENERGETICS EUROPE GMBH, and )  
DYNAENERGETICS US, INC., ) Civil Action No: 6:21-cv-00084  
Plaintiffs, )  
v. )  
ROCK COMPLETION TOOLS, LLC, )  
ROCK FAITHWELL INTERNATIONAL CO., )  
LTD., and APT AMERICAN LLC, )  
Defendants. )

**COMPLAINT  
AND DEMAND FOR JURY TRIAL**

Plaintiffs DynaEnergetics Europe GmbH and DynaEnergetics US, Inc. (collectively, “DynaEnergetics”) file this Complaint for patent infringement against Rock Completion Tools, LLC (“Rock Completion”), Rock Faithwell International Co., Ltd. (“Rock Faithwell”), and APT American LLC (“APT American”) (collectively “Defendants”), and, in support thereof, allege as follows:

## THE PARTIES

1. Plaintiff DynaEnergetics Europe GmbH (“DynaEnergetics Europe”) is a corporation organized under the laws of Germany, with its headquarters at Kaiserstrasse 3, 53840 Troisdorf, Germany.

2. Plaintiff DynaEnergetics US, Inc. (“DynaEnergetics US”) is a corporation organized under the laws of the State of Colorado, with its headquarters at 2050 W. Sam Houston Pkwy S., Suite 1750, Houston, TX 77042-3659. DynaEnergetics US has a regular and established place of business within this District at 3580 HCR 1145 Loop North, Blum, TX 76627.

3. Upon information and belief, Defendant Rock Completion is a Texas limited liability company with a registered address of 10106 Hutton Park Dr., Katy, Texas, 77494. Defendant Rock Completion may be served with process by serving its registered agent Yanpin Yang, c/o Law Offices of Yang & Associates, PLLC, at 6689 W. Sam Houston Pkwy S., Houston, Texas 77072, or as otherwise authorized under applicable law.

4. Upon information and belief, Defendant Rock Faithwell is a corporation organized under the laws of the Republic of China, having a principal place of business at 488#, Wanxing Road, East Industrial Park, Xindu District, Chengdu, China.

5. Upon information and belief, Defendants Rock Completion and Rock Faithwell have regular and established places of business throughout Texas and in this District, including at 1704 S Goode St, Midland, TX, 79701.

6. Upon information and belief, Defendant APT American is a Texas limited liability company with a mailing address of 2514 Colliford Creek Ct., Katy, TX 77494. Defendant APT American may be served with process by serving its registered agent Steve Li at 10641 Harwin Dr., Suite 510, Houston, TX 77036.

7. Upon information and belief, Defendant APT American has regular and established places of business throughout Texas and in this District, including warehouses at 4203 S CR 1135, Midland, TX 79701 and 8409 W I-20 Frontage #12, Midland, TX 79706. Defendant APT American lists Midland, Texas as one of the locations of its “US Centers and Shops” on its website.

#### **JURISDICTION AND VENUE**

8. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. § 271.

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the Patent Laws of the United States, including 35 U.S.C. § 1 *et seq.*

10. This court has personal jurisdiction over Defendants, and venue is proper in this District, because Defendants have regular and established places of business within this District and because Defendants actively and regularly conduct business within the State of Texas and within this District. Further, upon information and belief, infringement is occurring within the State of Texas and this District through Defendants' manufacture and distribution of the "RF Disposable Pre-wired Gun System FESG-2A™" (hereinafter referred to as "FESG-2A") prewired perforating gun system at its Texas manufacturing and distribution facilities, and within the State of Texas and this District through Defendants' sales of or offers to sell the FESG-2A gun system.

11. Venue as to Defendants is thus proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

### **FACTS**

12. DynaEnergetics is a leader in the field of well completion, perforating, well abandonment, and seismic technologies. DynaEnergetics has a long history of technological innovation, including innovation in the manufacture of detonators, detonating cords, and perforating hardware.

13. In connection with its research and development efforts, DynaEnergetics has developed groundbreaking inventions for a wireless detonator assembly, a pre-wired perforating gun assembly, and methods of assembling the pre-wired perforating gun assembly. These

inventions are currently protected by multiple United States patents, including U.S. Patent No. 10,844,697 (the “‘697 Patent”).

14. The ‘697 Patent, entitled “PERFORATION GUN COMPONENTS AND SYSTEM,” was duly and legally issued on November 24, 2020 to DynaEnergetics Europe GmbH. A true and accurate copy of the ‘697 Patent is attached hereto and incorporated herein by reference as Exhibit A.

15. DynaEnergetics makes, distributes, offers to sell, and sells perforating gun systems that practice the ‘697 Patent. DynaEnergetics Europe exclusively licenses DynaEnergetics US to make, distribute, offer to sell, and sell perforating gun systems that practice the ‘697 Patent in the United States. DynaEnergetics has marked the covered products in accordance with 35 U.S.C. § 287.

16. Defendants are competitors of DynaEnergetics, including in the field of perforating systems. Defendants have, upon information and belief, either alone or in concert, manufactured, distributed, sold, or offered to sell the FESG-2A in the United States, including within the State of Texas and within this District.

17. At least as of July 26, 2019, Defendants Rock Completion and Rock Faithwell advertised publicly, including online, photos of the FESG-2A gun system. A copy of public advertising of the FESG-2A on LinkedIn (as accessed on July 26, 2019) is attached hereto and incorporated herein by reference as Exhibit B. But it appears that Defendants have since deleted their public advertising of the FESG-2A. Upon information and belief, Defendants Rock Completion and Rock Faithwell continue to manufacture, distribute, sell, and/or offer to sell the FESG-2A in the United States, including within the State of Texas and within this District.

18. At least as of August 20, 2020, Defendant APT American advertised publicly, including via email solicitation, photos and specifications of the FESG-2A. A copy of Defendant APT American's presentation of the FESG-2A (as received on August 20, 2020) is attached hereto and incorporated herein by reference as Exhibit C. Upon information and belief, Defendant APT American continues to manufacture, distribute, sell, and/or offer to sell the FESG-2A in the United States, including within the State of Texas and within this District.

19. The FESG-2A infringes one or more claims of the '697 Patent, including at least each and every element of Claim 1 either literally or equivalently, as set forth below.

20. Claim 1 of the '697 Patent recites:

1. An electrical connection assembly for establishing an electrical connection in a tool string, the electrical connection assembly comprising:

a tandem seal adapter having a first end, a second end and a bore that extends from the first end to the second end and entirely through the tandem seal adapter;

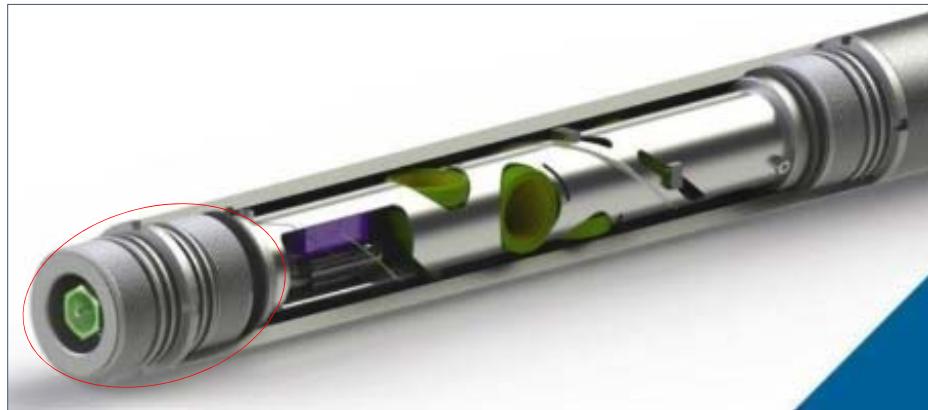
a perforation gun system comprising a first outer gun carrier, a shaped charge, and a first detonator, wherein the shaped charge and the first detonator are positioned within the first outer gun carrier, wherein the first outer gun carrier is connected to the first end of the tandem seal adapter; and

a pressure bulkhead having an outer surface, a first end and a second end, the outer surface of the pressure bulkhead being sealing received in the bore of the tandem seal adapter, the pressure bulkhead also having a pin connector assembly extending through the pressure bulkhead from a first pin connector end to a second pin connector end, and configured to relay an electrical signal from the

first end of the pressure bulkhead to the second end of the pressure bulkhead, wherein the first pin connector end extends beyond the first end of the pressure bulkhead and the second pin connector end extends beyond the second end of the pressure bulkhead, wherein

the first detonator is in electrical communication with the pin connector assembly, wherein the tandem seal adapter and the pressure bulkhead are configured to provide a seal between the detonator and an environment on the second end of the tandem seal adapter.

21. The FESG-2A either literally or equivalently contains an electrical connection assembly for establishing an electrical connection in a tool string. An example of this is shown in the below annotated photos of the FESG-2A.

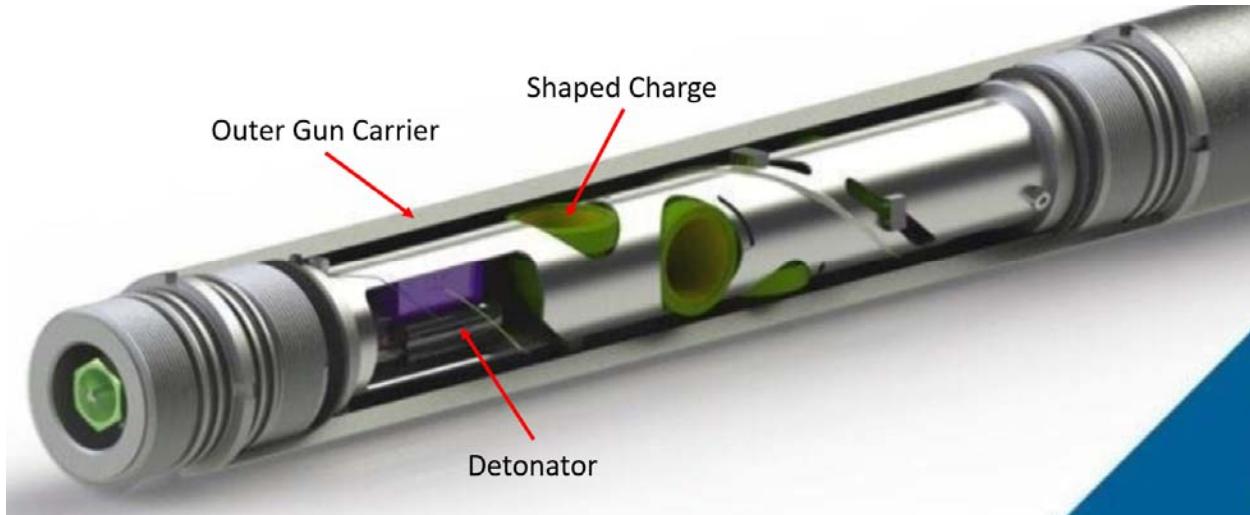


22. The electrical connection assembly in the FESG-2A either literally or equivalently comprises a tandem seal adapter having a first end, a second end and a bore that extends from the first end to the second end and entirely through the tandem seal adapter. An example of this is shown in the below annotated photos of the FESG-2A, showing the tandem seal adapter having a first end, a second end and a bore that extends from the first end to the second end and entirely through the tandem seal adapter.



23. The electrical connection assembly in the FESG-2A either literally or equivalently comprises a perforation gun system comprising a first outer gun carrier, a shaped charge, and a first detonator, wherein the shaped charge and the first detonator are positioned within the first outer gun carrier, wherein the first outer gun carrier is connected to the first end of the tandem

seal adapter. An example of this is shown in the below annotated photos of the FESG-2A, which shows on the right side the first outer gun carrier, a shaped charge, and a first detonator. The FESG-2A assembly is positioned within the outer gun carrier, wherein the outer gun carrier is connected to the first end of the tandem seal adapter.



## FESG-2A™ Technical Info



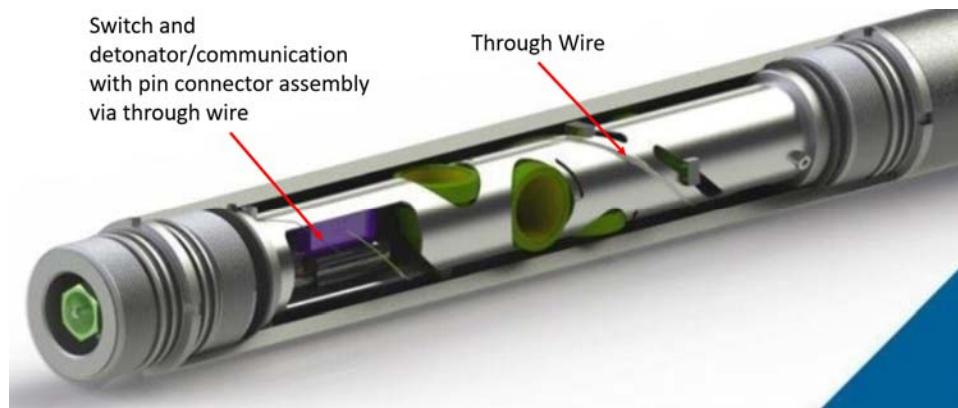
24. The electrical connection assembly in the FESG-2A either literally or equivalently comprises a pressure bulkhead having an outer surface, a first end and a second end, the outer

surface of the pressure bulkhead is sealing received in the bore of the tandem seal adapter, the pressure bulkhead also having a pin connector assembly extending through the pressure bulkhead from a first pin connector end to a second pin connector end, and configured to relay an electrical signal from the first end of the pressure bulkhead to the second end of the pressure bulkhead, wherein the first pin connector end extends beyond the first end of the pressure bulkhead and the second pin connector end extends beyond the second end of the pressure bulkhead. An example of this is shown in the below annotated photos of the FESG-2A, where the description of the FESG-2A indicates that it comprises a pressure bulkhead received in the bore of the tandem seal adapter and having a pin connector assembly extending through the pressure bulkhead from a first pin connector end to a second pin connector end that is configured to relay an electrical signal from the first end of the pressure bulkhead to the second end of the pressure bulkhead, wherein the first pin connector end extends beyond the first end of the pressure bulkhead and the second pin connector end extends beyond the second end of the pressure bulkhead.





25. The electrical connection assembly in the FESG-2A either literally or equivalently comprises the first detonator being in electrical communication with the pin connector assembly, wherein the tandem seal adapter and the pressure bulkhead are configured to provide a seal between the detonator and an environment on the second end of the tandem seal adapter. An example of this is shown in the below annotated photos of the FESG-2A.





26. Defendants have known of the '697 Patent and its own infringing activities since at least as early as the filing of this complaint. Further, on September 11, 2020, DynaEnergetics put Defendant Rock Completion on notice of U.S. Patent Application 16/585,790 (the "'790 Application") that led to the '697 Patent. The claims in the published '790 Application are identical to the claims that actually issued in the '697 Patent. A copy of the letter sent to Defendant Rock Completion on September 11, 2020 is attached hereto and incorporated herein by reference as Exhibit D. DynaEnergetics sent an email on November 25, 2020, informing Defendant Rock Completion of the issuance of the '697 Patent and again notifying Defendant Rock Completion of its infringement. Defendant Rock Completion responded to

DynaEnergetics on December 2, 2020 representing that it would cease its infringing activity and would no longer import, make, use, market, promote, sell, and/or offer for sale the FESG-2A. However, after further communication between DynaEnergetics and Defendant Rock Completion, Defendant Rock Completion has failed to enter an agreement stating it would cease its infringing activity.

27. Because Defendants are using infringing technology to compete directly with DynaEnergetics, it is causing irreparable harm to DynaEnergetics, thereby forcing DynaEnergetics to bring this lawsuit to protect its intellectual property.

**COUNT I – INFRINGEMENT OF THE '697 PATENT**

28. DynaEnergetics repeats and incorporates by reference the allegations contained in the foregoing paragraphs, as if stated fully herein.

29. DynaEnergetics is the owner of the '697 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '697 Patent against infringers, and to collect damages for all relevant times.

30. Defendants have, either alone or in concert, directly infringed and continue to infringe the '697 Patent, either literally or through the doctrine of equivalents, by making, using, importing, supplying, distributing, selling and/or offering for sale the FESG-2A within the United States, in violation of 35 U.S.C. § 271(a).

31. Upon information and belief, Defendants have made and are continuing to make unlawful gains and profits from their infringement of the '697 Patent.

32. At least as early as the filing of this complaint, Defendants have been on notice of and have had knowledge of, the '697 Patent and of DynaEnergetics' allegations of infringement.

Defendants' infringement of the '697 Patent has been willful and deliberate at least since this date.

33. DynaEnergetics has been damaged and irreparably harmed by Defendants' infringement of the '697 Patent for which DynaEnergetics is entitled to relief under 35 U.S.C. § 284. DynaEnergetics will continue to suffer damages and irreparable harm unless Defendants are enjoined preliminarily and permanently by this Court from continuing its infringement.

**ATTORNEYS' FEES**

34. Pursuant to 35 U.S.C. § 285, DynaEnergetics is entitled to and hereby demands its reasonable attorneys' fees in this case.

**JURY DEMAND**

35. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, DynaEnergetics respectfully requests a trial by jury of any issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, DynaEnergetics respectfully asks that the Court issue citation for Defendants to appear and answer and seeks the following additional relief:

A. that Defendants are declared to have directly infringed one or more of the claims of the '697 Patent under 35 U.S.C. § 271(a);

B. that the Court issue a preliminary and permanent injunction pursuant to 35 U.S.C. § 283 against the continuing infringement of the claims of the '697 Patent by Defendants, its officers, agents, employees, attorneys, representatives, and all others acting in concert therewith;

C. that the Court order an accounting for all monies received by or on behalf of Defendants and all damages sustained by DynaEnergetics as a result of Defendants'

aforementioned infringements, that such monies and damages be awarded to DynaEnergetics, and that interest and costs be assessed against Defendants pursuant to 35 U.S.C. § 284;

D. that the Court declare that Defendants' infringement was and is willful from the time it became aware of the infringing nature of their product and award treble damages for the period of such willful infringement of the '697 Patent, pursuant to 35 U.S.C. § 284;

E. that the Court declare this an exceptional case and order that Defendants pay to DynaEnergetics its reasonable attorneys' fees and costs, pursuant to 35 U.S.C. § 285; and

F. that the Court award such further and other relief to DynaEnergetics as the Court deems just, together with its costs and disbursements in this action.

Dated: January 28, 2021

Respectfully submitted,

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